

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----x  
Cody Pepper, Terri Pepper, Julius  
Bryant, Kimberly Hudson, Demya  
Johnson, and Allison Powers, for  
themselves and all others similarly  
situated,

Plaintiffs,

v.

Fluent, Inc. and Reward Zone  
USA, LLC,

Defendants.

-----x  
Case No. 1:21-cv-06581-JGK

**Declaration of Daniel J.  
Barsky in Support of the  
Motion to Dismiss and to  
Compel Arbitration**

Daniel J. Barsky, under the provisions of 28 U.S.C. § 1746, declares:

1. I am over eighteen and am otherwise competent to make this Declaration.
2. I am the General Counsel, Chief Compliance Officer, and Corporate Secretary for  
Fluent, LLC.
3. I base this Declaration on my personal knowledge of the facts and circumstances  
present in this action, a review of the record, and Fluent's business records.
4. Fluent, Inc. is a publicly traded company, and Fluent, LLC is its operating company.
5. Reward Zone USA, LLC is a wholly owned subsidiary of Fluent, LLC ("Fluent").
6. Reward Zone's business records are kept by its parent company, Fluent.
7. Fluent and Reward Zone are digital advertising companies.

***Recordkeeping***

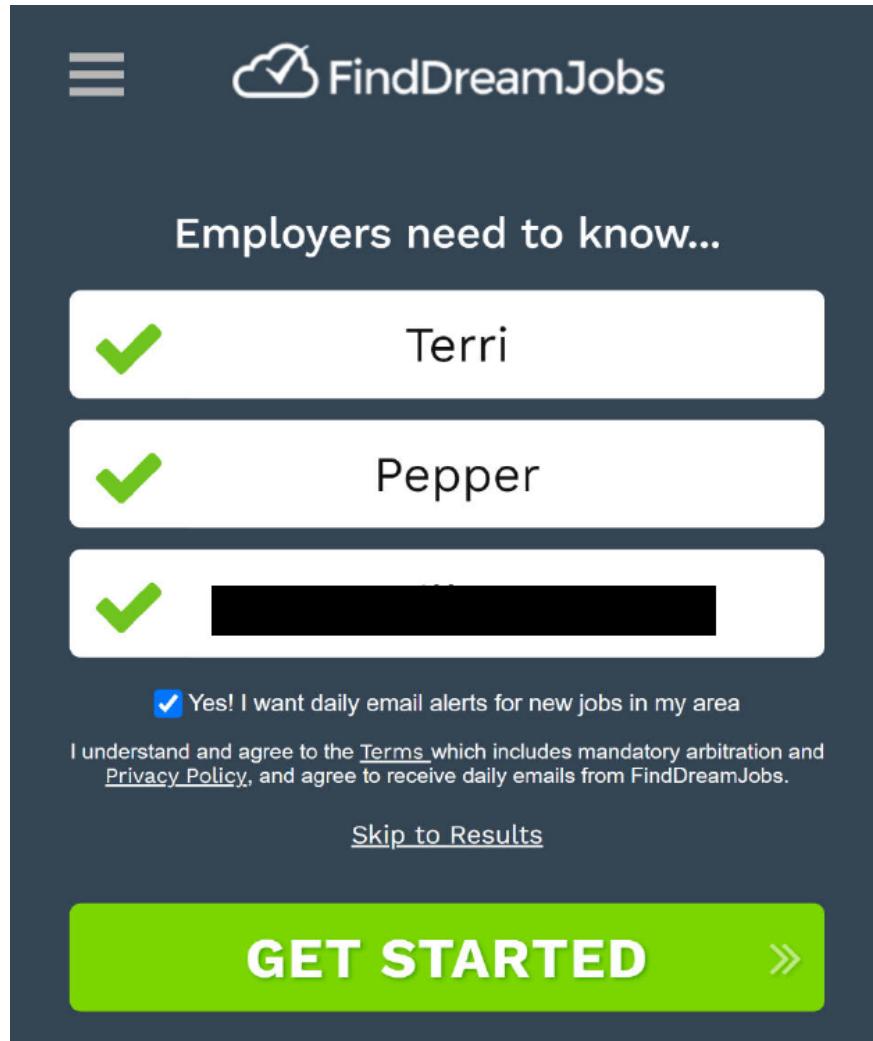
8. I am familiar with Fluent's recordkeeping practices.

9. The attached records are kept in the ordinary course of business and were made at or near the time of the event by someone with knowledge or using information from someone with knowledge. It is Fluent's regular practice to keep and maintain records like those referenced in this Declaration.
10. Fluent maintains historical records of its webpages. It does so by archiving the computer code used to produce the images and text on a particular page of a Fluent website.
11. Using this computer code, Fluent can recreate the exact webpage that a user saw on a given date.

***Terri Pepper Arbitration Agreement***

12. In October 2017, Terri Pepper visited FindDreamJobs.com.
13. Fluent owns FindDreamJobs.com.
14. While on that website, Pepper provided personal identifying information including:
  - a. First Name
  - b. Last Name
  - c. City
  - d. State
  - e. Zip Code
  - f. Telephone Number
  - g. Email Address
  - h. Date of Birth
15. Fluent also captured Pepper's IP address at the time of registration. Ex. A at 1.

16. On the registration page, Pepper entered the information as shown on the webpage:



17. In entering the information, Pepper checked the box to receive daily email alerts for jobs.

18. Just below that box is the assent statement for the Fluent Terms and Conditions, including language alerting Pepper to the mandatory arbitration provision in the Terms.

19. Within the assent statement, the word Terms contains a hyperlink to the full Terms and Conditions that form the agreement.

20. The Terms include a mandatory arbitration clause that empowers the arbitrator to decide all disputes, even disputes over arbitrability. Ex. B.
21. Terri Pepper has not contacted Fluent or Reward Zone, as the Terms envision, to commence arbitration in Pepper's local area.
22. The Terms also include waiver of the right to bring or participate in a class action or multi-party arbitration against any Fluent entity. *Id.* at 6.

***Julius Bryant Arbitration Agreement***

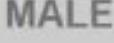
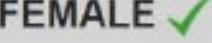
23. In August 2016, Julius Bryant visited OnlinePromotionsUSA.com.
24. Reward Zone owns and operates OnlinePromotionsUSA.com.
25. While on that website, Bryant provided personal identifying information including:
  - a. First Name
  - b. Last Name
  - c. City
  - d. State
  - e. Zip Code
  - f. Telephone Number
  - g. Gender
  - h. Date of Birth
26. Fluent also captured Bryant's IP address at the time of registration. Ex. C at 1.
27. On the registration page, Bryant entered the information as shown on the webpage:

Complete your information to continue:

**Date of Birth:**

October 30  

**Gender:**

MALE  FEMALE 

I understand and agree to the [Terms & Conditions](#) which includes mandatory arbitration and [Privacy Policy](#).

Please add me to receive relevant daily emails from couponistarewards.com and I agree to the National Consumer Center Privacy Policy.

**Submit**

28. In entering the information, Bryant checked the box to receive daily email alerts for jobs.
29. Just below that box is the assent statement for the Fluent Terms and Conditions, including language alerting Bryant to the mandatory arbitration provision in the Terms.
30. Within the assent statement, the word Terms contains a hyperlink to the full Terms and Conditions that form the agreement.
31. The Terms include a mandatory arbitration clause that empowers the arbitrator to decide all disputes, even disputes over arbitrability. Ex. D.
32. Julius Bryant has not contacted Fluent or Reward Zone, as the Terms envision, to commence arbitration in Bryant's local area.

33. The Terms also include waiver of the right to bring or participate in a class action or multi-party arbitration against any Fluent entity. *Id.* at 3.

***Fluent and Text Message Marketing***

34. Fluent and Reward Zone engage only in limited text-message marketing.

35. Fluent and Reward Zone do not send any text messages themselves.

36. Fluent's database (which Reward Zone uses) has technological rules in place to prevent any Fluent company from sending text messages to users who have not provided prior express written consent as the TCPA requires.

37. Fluent's database has the same rule to prevent any user who has not provided TCPA consent from being sold as a telemarketing lead or made part of any marketing campaign activities.

38. As a rule, Fluent does not permit third-party publishers or marketing partners to use SMS or MMS messages for marketing campaigns.

39. The Fluent-publisher agreement includes a specific requirement that the publisher only send text messages to users who have provided prior express written consent.

40. In limited circumstances, Fluent contracts with certain third-party publishers to send text messages to individuals who have provided TCPA consent.

41. Fluent has access to records regarding text messages sent by authorized third-party publishers.

42. Where a Fluent or Reward Zone-owned website is included in a text message through a hyperlink, the landing page URL would include not just the domain name but also a

string of numbers and letters that create a signature to, among other things, identify the publisher that caused the user to land on the Fluent-owned page.

43. In the limited circumstances that Fluent or Reward Zone authorizes a third-party publisher to send users text messages, the messages do not include any links to websites that are not owned by a Fluent entity. Any hyperlink in one of these text messages would only connect the user directly to a Fluent or Reward Zone website.

***No Connection to Fluent or Reward Zone***

44. I have reviewed the text messages at issue in this case as detailed in the Complaint.

45. Fluent has no record of any of the 30 text messages described in the Complaint.

46. None of the 10-digit numbers that the Plaintiffs allege sent these text messages are Reward Zone or Fluent numbers.

47. Neither Fluent nor Reward Zone recognizes any of the 10-digit number listed in the Complaint that the Plaintiffs allege sent the text messages at issue as belonging to any of Fluent's authorized publishers.

48. For the Terri Pepper text message, neither Fluent nor Reward Zone uses “CashAppAlertsKBFKYF@thzukj.com” to send text messages nor does it recognize the address as belonging to any of Fluent's authorized publishers.

49. Neither Fluent nor Reward Zone own, operate, or have any connection to the following websites:

- a. Enterprize.com
- b. RewardsProven.com
- c. JoySurveys.com

- d. TodaysNewCustom.com
- e. Program.MyNewRewto.com
- f. SProgram.OurNewWayz.com
- g. Ftsts.info
- h. Rmgmg.info
- i. ChanceToWins.com
- j. Benefits.BenefitRelief.com
- k. Benefits.LegalActionFinder.com
- l. HomeInfoClub.com
- m. Members.MobileRewards.online
- n. LuckyWinnersGo.com
- o. AngelPrize.com

50. Neither Fluent nor Reward Zone knows who owns or operates these domains.

51. Neither Fluent nor Reward Zone contracted with any third party to send text messages that included a hyperlink to one of these domains.

52. Reviewing the allegations in the Complaint about how each user arrived at a Reward Zone website, Fluent and Reward Zone cannot ascertain how the Plaintiffs arrived on a Reward Zone website, except that it was not from a Fluent or Reward Zone-authorized text message.

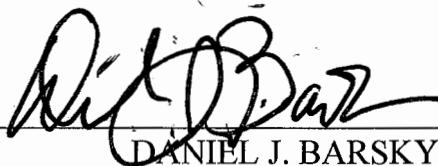
53. It is impossible to tie a text message to Fluent or Reward Zone without having the signature of the entire URL with all the numbers and letters as well as additional information from the publisher who sent the text message.

54. Fluent has no record of Plaintiffs Cody Pepper, Kimberly Hudson, DeMya Johnson, or Allison Powers.

55. Fluent has records for Plaintiffs Terri Pepper and Julius Bryant in the form of registrations at FindDreamJobs.com and OnlinePromotionsUSA.com respectively, which included agreeing to Fluent's Terms and Conditions.

I declare, under penalty of perjury under the laws of the United States, that these statements are true and accurate.

Executed in New York, New York on November 23, 2021.



A handwritten signature in black ink, appearing to read "D.J. Barsky". The signature is fluid and cursive, with "D.J." on top and "Barsky" below it.

DANIEL J. BARSKY

# EXHIBIT A

Date: 10/30/2017 3:31:41 PM

ClientIP: 104.59.109.239

LandingURL: <http://signup.finddreamjobs.com/default.aspx?Flow=73618ABD-27E4-7BF9-5B43-69FC0B2C428FC39C0C5F&ZipPost=&subaff2=202883&subaff4=Travel Agent>

First name: Terri

Last name: Pepper

Address:

City: Magnolia

State: TX

Zippost: [REDACTED]

Email [REDACTED]

Phone: 806 [REDACTED] 0401

DOB: 6/19 [REDACTED]

 FindDreamJobs

Employers need to know...

 Terri

 Pepper

 [REDACTED]

Yes! I want daily email alerts for new jobs in my area

I understand and agree to the [Terms](#) which includes mandatory arbitration and [Privacy Policy](#), and agree to receive daily emails from FindDreamJobs.

[Skip to Results](#)

**GET STARTED** »



FindDreamJobs

Registered trademarks are the property of their respective owners who do no sponsor or endorse this promotion.

To gain access to the job listing, you must agree to our Terms & Conditions and Privacy Policy, provide certain personally identifiable information and consent to our sharing such information with our marketing partners for which we may be compensated.

© 2011-2015 FindDreamJobs.com.. All rights reserved.

[Terms and Conditions](#) | [Privacy Policy](#) | [Unsubscribe](#)

# EXHIBIT B

## TERMS & CONDITIONS

### Search Works Media, LLC Job-Listing Related Sites

Last Update: September 8, 2017

The following Terms & Conditions (“Terms & Conditions”) are applicable to the use of websites displaying job listings that we create (each a “Site” or collectively, the “Sites”) which are owned and operated by Search Works Media, LLC (“we,” “us,” or “our”). Your use of a Site constitutes your acceptance of these Terms & Conditions and creates a binding contract between you and us. If you find the Terms & Conditions to be unacceptable, you must immediately terminate your use of the Site.

**Mandatory Arbitration.** These Terms & Conditions contain a mandatory arbitration provision that requires you to individually arbitrate any disputes or claims you may have with us and waives your right to participate in a class action or multi-party arbitration. You may opt-out of the mandatory arbitration provision by providing written notice of your decision within thirty (30) days of the date that you first register on a Site.

**How the Sites Work.** We and our search partners comb the Internet for job listings including those related to the parameters our users provide (“Job Listings”). We also provide job and career related content that currently includes information on education, job searches, career advice, interviewing techniques and salaries and benefits. We provide the Job Listings to our users in exchange for our users providing us with certain information about themselves that enables us to identify products and services that may interest them and sharing this information with our marketing partners. Our marketing partners compensate us for connecting them with interested consumers.

To qualify to get access to the Job Listings, you’ll need to enter a valid e-mail address as well as your name, address, and date of birth. We’ll also ask a series of survey questions relating to the type of job you’re looking for including your education and skills and may seek other information to help us narrow the Job Listings. We may also ask other questions and use all of this information to tailor the products and/or services our marketing partners may offer you. We will ask you to confirm that all of your information is accurate and agree to be contacted by our marketing partners, typically via email.

**No Representations or Warranties.** The Job Listings and other job or career related information and any offers for goods and services offered on a Site and any other content, information, documents, graphics and images displayed on a Site (collectively, “Site Content”) are provided by us and our marketing partners, employers, job listing aggregators and other third parties (“collectively, “Content Providers”) and could include inaccuracies, typographical errors or other errors. We make no commitment to update or correct any errors on a Site.

We do not verify the accuracy of the Job Listings or that any jobs that appear in the Job Listings are in fact currently available. We make no representations or warranties that you will get a job as a result of visiting a Site and applying to an opening contained in the Job Listings or that the Job Listings are current, accurate or reflect open positions. Moreover, we have not reviewed in any way any of the employers that have positions included in the Job Listings. When you apply for a job, you do so at your own risk.

You also understand and agree that a Site may, at times, be inaccessible or inoperable for any reason, including: (a) equipment or communications malfunctions; (b) periodic maintenance, repairs or administrative reviews which we may undertake from time-to-time; or (c) causes beyond our control or which are not foreseeable by us. We will not be responsible or liable in any way to you or anyone else due to or as a result of any such inaccessibility or inoperability.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS & CONDITIONS, NEITHER WE NOR ANY CONTENT PROVIDER MAKE ANY SPECIFIC PROMISES ABOUT THE SITES, THE JOB LISTINGS OR OTHER SITE CONTENT PROVIDED THEREIN. WE PROVIDE THE SITES, JOB LISTINGS, SITE CONTENT AND OTHER SERVICES ON AN “AS IS, AS AVAILABLE BASIS.” SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, SUCH AS THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

**Privacy Policy; Confidentiality.** Our Privacy Policy contains terms and conditions that govern our collection and use of the information you provide us or that we obtain through your use of a Site and our respective rights relative to that information. In general, we share information you provide us with our marketing partners. Please review our Privacy Policy before you use a Site. Your use of a Site indicates your agreement to our Privacy Policy.

As provided for in the Privacy Policy, we cannot guarantee your confidential use of a Site. We will not be responsible for any harm that you or any person may suffer as a result of a breach of confidentiality from your use of a Site.

**Telemarketing and Text Messages.** Where you provide “prior express written consent” within the meaning of the Telephone Consumer Protection Act (“TCPA”), you consent to receive telephone calls, including artificial voice calls, pre-recorded messages and/or calls delivered via automated technology and text and SMS messages to the telephone number(s) that you provided from us and the marketing partners listed in and hyperlinked to the consent. You do not need to consent to be called or texted by the parties listed in the consent to get the Job Listings, to access Site Content or to purchase any of the goods or services offered on a Site. If you provide consent, CAC an affiliate of ours and any of our other affiliates or Marketing Partners named in the consent may send you SMS messages from their short codes or long codes. Our short codes are 53294, 91982, 27367, 68766 and 411411; we may acquire additional short codes. Message Frequency Varies. The mobile carriers are not liable for delayed or undelivered Messages.

Consumers may request up to a maximum of 10 offers on selected days of the week, with no more than 4 text messages in one day. Consumers may opt out of receiving text messages by sending or replying “STOP”, “END” or “QUIT” to any SMS message they receive. Consumers may also reply with “HELP” or click here for support. Message and Data Rates May Apply to any text/SMS communication.

We may also ask your consent to send “push notifications” to your mobile phone if your phone uses the Android operating system. Push notifications, which appears as short messages on your mobile phone’s home screen, may contain relevant job listings, sponsor offers and other content. The consent page will follow a page where we ask whether you’re interested in receiving job-related content to your mobile phone. The next page will ask for your consent to allow us to send you push notifications. We will send push notifications only if you consent.

**Eligibility.** The Sites are intended for use by United States residents who are over 13 years of age. We do not represent that all Site Content and other content, materials and services on our Sites are appropriate or available for use in geographic locations outside the United States, and accessing a Site from certain locations may be illegal and prohibited. You agree not to access a Site or any Site Content or other content, materials and services on the Sites where prohibited by law. We are not responsible for your compliance with local laws or other applicable laws.

**Equipment.** You are solely responsible for providing and maintaining all hardware, software, electrical and other physical requirements for your use of a Site, including telecommunications and internet access connections and links, web browsers or other equipment, compatibility, and all other programs or services required to access and use a Site.

**Proprietary Rights.** The Sites including the Job Listings and Site Content are made available for your personal, non-commercial use only and you agree not to copy, duplicate, display, transmit, distribute, modify, reverse engineer or prepare derivative works of all or any portion of a Site for any purpose. Portions of the Sites are proprietary to us and are protected by intellectual property laws and treaties, including copyright, trademark, service mark, trade secret and/or patent laws and we reserve all of our rights. Some of the services and content on the Sites are provided by third parties and is proprietary to these third parties.

The names of companies and products that we do not own and that are mentioned on the Sites may be the trademarks of their respective owners. The trademark owners do not sponsor the Sites and in most instances, do not endorse the Sites, the Site Content or any of the offers contained on the Sites. Any use of the protected services and/or content belonging to us or third parties without the express written permission of the owner thereof is strictly prohibited.

You may not use a Site to sell a product or service, or to increase traffic to your website for commercial reasons, such as advertising sales. You may not take the search results and reformat and display them, or mirror a Site home page or search results pages on your website.

**Site Links and Third-Party Sites.** The Sites contain Job Listings and other links to third party websites which are independent of the Sites. We make no representation or warranty as to the accuracy, value, integrity, completeness or authenticity of the information or opinions contained in the Job Listings or any other linked website. We do not endorse any job, employer or website contained within the Job Listings or any other linked website, or the products or services described therein and are not responsible for and disclaim all liability for these third party websites. You should review the terms and conditions and privacy policies applicable to these third party websites.

Furthermore, these links may lead to websites or links that contain offensive and objectionable content or which may contain dangerous computer viruses. You assume, and we hereby disclaim, all responsibility for any of the content on these websites or for any damage sustained by users of these websites.

**Fraudulent Activity Policy.** We strictly prohibit user fraud and abuse relating to access to and use of the Sites. In accessing a Site, or any other activities, products or services offered by or through a Site, you represent and warrant that: (a) all information you supply is complete and accurate, (b) you are not acting in violation of any applicable laws, rule or regulations or of these Terms & Conditions, and (c) you will not circumvent or attempt to circumvent any provision these Terms & Conditions or any security feature of a Site or engage in any activity that interrupts or attempts to interrupt a Site's operation. We may take action, including disabling a user's account, if we deem that a user is exhibiting unusual patterns of behavior and/or randomly and/or excessively clicking on a link or links after performing a search.

**Choice of Law.** You agree that these Terms & Conditions constitute the agreement between you and us and shall be construed and governed in accordance with the laws of the State of New York, regardless of the conflicts of law provisions of the jurisdiction where you live or in any other jurisdiction.

**Arbitration/Dispute Resolution.** If you have a dispute concerning any aspect of these Terms & Conditions or the Site, you should first contact customer support on our Site or by completing a [customer support ticket](#). We may choose to provide you with a final written settlement offer during this process. If we provide you with a final written settlement offer and you don't accept it, or we can't otherwise satisfactorily resolve your dispute, you can submit your dispute for resolution by arbitration before the American Arbitration Association ("AAA") in the county where you live by filing a separate Demand for Arbitration online by following the instructions at <https://apps.adr.org/webfile/>.

If we have a dispute, we will submit our dispute for resolution by arbitration before the AAA in New York, NY. If either party files for arbitration, it will be conducted in accordance with the then current AAA Commercial Arbitration Rules. The arbitrator will have exclusive authority to resolve any dispute including any claim that all or any part of the Terms & Conditions, including this provision, are unenforceable. If you proceed to arbitration, we will pay all AAA filing, administration and arbitrator fees unless the arbitrator determines that your claim is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). For claims you bring of Ten Thousand Dollars (\$10,000.00) or less, you can choose whether the arbitration proceeds in person, by telephone or based only on submissions. The arbitrator may award any form of individual or equitable relief, including injunctive relief. Any award will be final and conclusive to the parties and may be entered in any court of competent jurisdiction. If you initiate arbitration and the arbitrator awards you relief that is greater than our final written settlement offer made before an arbitrator was selected, then we will pay you a minimum recovery of Five Hundred Dollars (\$500.00), plus we will reimburse

any reasonable expenses incurred by your attorney, if any, including fees reasonably accrued for investigating, preparing and pursuing the claim in arbitration. Although under some laws we may have a right to an award of attorneys' fees and expenses if we prevail in arbitration, we agree that we will not seek such an award from you. You and your attorneys are not required to keep the results of the arbitration confidential. This provision shall not be construed to preclude any party from seeking injunctive relief to protect its rights pending an outcome in arbitration.

To the extent permitted by law, you agree that you will not bring, join or participate in any class action lawsuit as to any claim, dispute or controversy that you may have against us and/or our employees, officers, directors, members, representatives and/or assigns. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in such a suit. These Terms & Conditions do not constitute a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above. This provision preventing you from bringing, joining or participating in class action lawsuits is an independent agreement. You may opt-out of this Arbitration/Dispute Resolution Provision by providing written notice of your decision within thirty (30) days of the date that you first access the Site.

YOU ACKNOWLEDGE AND AGREE THAT, VIA YOUR ACCEPTANCE OF THESE DISPUTE RESOLUTION PROVISIONS, YOU WAIVE ANY RIGHT TO A JURY TRIAL, AS WELL AS YOUR RIGHT TO BRING, JOIN OR PARTICIPATE AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS ACTION SUIT OR MULTI-PARTY ARBITRATION BROUGHT AGAINST US, ANY PERSON RELATED TO US OR A SERVICE PROVIDER USED BY US TO PROVIDE THE SERVICE.

**LIMITATION OF LIABILITY.** WHEN PERMITTED BY LAW, WE AND OUR MARKETING PARTNERS AND SERVICE PROVIDERS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF US, AND OUR MARKETING PARTNERS AND SERVICE PROVIDERS, FOR ANY CLAIMS UNDER THESE TERMS & CONDITIONS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SITE, JOB LISTINGS AND THE SERVICES. IN ALL CASES, WE AND OUR MARKETING PARTNERS AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

**Indemnification.** You agree to indemnify, hold harmless and defend us, our shareholders, directors, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person or entity, arising out of or relating to: (a) these Terms & Conditions and/or any breach or alleged or threatened breach by you; (b) your use of the Site, Site Content, or any search results or other content or materials or services transmitted or received by you; (c) any unacceptable or objectionable use of the Site or Site Content by you; or (d) any negligent or willful misconduct by you.

**Integration and Conflicting Terms; Severability.** These Terms & Conditions and the Privacy Policy as referenced herein, constitute the complete and exclusive agreement between you and us with respect to use of the Site and supersedes any and all prior or contemporaneous communications, representations, statements, agreements and understandings, whether in oral, written or electronic form, between you and us concerning the use of the Site. These Terms & Conditions and the Privacy Policy shall be construed as consistent with each other whenever possible, but if such construction is unreasonable due to conflicting terms, the terms of the terms of the Privacy Policy shall control over the Terms & Conditions.

Any provision of these Terms & Conditions which is determined by a court of competent jurisdiction to be unenforceable in any jurisdiction shall be severable from these Terms & Conditions in that jurisdiction without in any way invalidating the remaining provisions of these Terms & Conditions. The unenforceability of any provision in a given jurisdiction shall not make that provision unenforceable in any other jurisdiction.

# EXHIBIT C

Date: 8/1/2016 4:02:26 PM

ClientIP: 108.78.237.30

LandingURL: [http://www.onlinepromousa.com/default.aspx?Flow=6b51d955-0748-462e-9eb5-0ccdd7eceb37&isPrePop=true&reward=ipadair2&subaff1=14964\\_19819&subaff2=201518&subaff3=42906&subaff4=ipadair2&DVID=](http://www.onlinepromousa.com/default.aspx?Flow=6b51d955-0748-462e-9eb5-0ccdd7eceb37&isPrePop=true&reward=ipadair2&subaff1=14964_19819&subaff2=201518&subaff3=42906&subaff4=ipadair2&DVID=)

First name: JULIUS

Last name: BRYANT

Address: [REDACTED]

City: Dallas

State: TX

Zippost: [REDACTED]

Email: [REDACTED]

Phone: 469 [REDACTED] 7782

DOB: 10/30/ [REDACTED]

## Program Details

Reward: **Apple iPad Air 2**  
 Average User Rating: **4.5 of 5**  
 Dates: **6/1/15 12 AM ET - currently running**



# Congratulations!

Complete your information to continue:

**First Name:**

JULIUS

**Last Name:**

BRYANT

**Zip Code:**

**Continue**

## Customer Reviews



### Taking these survey is fun!

BY KEN S., TARPON SPRINGS, FL

Taking these surveys is fun! I was in marketing, so I find it very interesting. Then, of course, is the shopping - who doesn't like that? It was fun, and I found a lot of great deals. I highly recommend National Consumer Center.



### I received my gift card within 12 days

BY CHELSEA S., NEW CASTLE, DE

I received by gift card within 12 days from starting the offers – very pleased!! Thank you, National Consumer Center!!



### I filled out the offers and received ...

BY CATHY D., READING, MA

I filled out the offers and received my prize as promised! I also received many wonderful products from the offers I chose. Thank you!

## NATIONAL CONSUMER CENTER

**Purchase Requirements.** Earn 100 points and claim your incentive. Earn 10 points for solving the puzzle and/or providing your registration information, 20 points for providing survey responses, 30 points for viewing optional offers and the final 40 points for completing the requisite number of Silver, Gold and Platinum offers which are split into two tiers based on the incentive's value. For Tier 1 incentives with a value of \$100 or less, complete 1 Silver, 1 Gold and 2 Platinum offer. For Tier 2 incentives with a value of more than \$100, complete 1 Silver, 1 Gold, and 6 Platinum offers. You must complete all offers within 30 days from when you complete your first offer. Completion of offers usually requires a purchase or entering into a paid subscription program for goods or services. The **Representative Offer Chart** describes the terms of several offers including a description of the offer, the initial commitment, ongoing obligations and how to cancel. U.S. residents 18 years or older only. Limit of one incentive issued by RewardZone USA, LLC per household per any twelve calendar month period. We reserve the right to substitute a gift card of greater or equivalent value for any incentive. Failure to submit accurate registration information, complete the survey questions or comply with claim verification process will result in loss of eligibility. SOLVING A PUZZLE, PROVIDING YOUR REGISTRATION INFORMATION, COMPLETING THE SURVEY OR VIEWING OPTIONAL OFFERS WITHOUT COMPLETING THE NUMBER OF REQUIRED OFFERS SPECIFIED ABOVE DOES NOT QUALIFY YOU FOR AN INCENTIVE.

By participating, you agree to the [Terms & Conditions](#) which includes mandatory arbitration and [Privacy Policy](#) which includes your consent to our sharing your personally identifiable information with our Marketing Partners for which we may be compensated.

RewardZone administers this website and does not claim to represent or own any of the trademarks, tradenames or rights associated with any of the incentives which are the property of their respective owners who do not own, endorse, or promote RewardZone or this promotion.

[Member Support](#) - [Prize Status](#) - [Privacy Policy](#) - [Terms & Conditions](#) - [FAQ](#)

## Program Details

Reward: **Apple iPad Air 2**  
 Average User Rating: **4.5 of 5**  
 Dates: **6/1/15 12 AM ET - currently running**



# Congratulations!

Complete your information to continue:

**Street Address:**

[REDACTED]

**City:**  **State:**

Dallas

TX

**Primary Phone:**

469  [REDACTED]  7782

**Continue**

## Customer Reviews

**Taking these survey is fun!**

BY KEN S., TARPON SPRINGS, FL

Taking these surveys is fun! I was in marketing, so I find it very interesting. Then, of course, is the shopping - who doesn't like that? It was fun, and I found a lot of great deals. I highly recommend National Consumer Center.

**I received my gift card within 12 days**

BY CHELSEA S., NEW CASTLE, DE

I received by gift card within 12 days from starting the offers – very pleased!! Thank you, National Consumer Center!!

**I filled out the offers and received ...**

BY CATHY D., READING, MA

I filled out the offers and received my prize as promised! I also received many wonderful products from the offers I chose. Thank you!

## NATIONAL CONSUMER CENTER

**Purchase Requirements.** Earn 100 points and claim your incentive. Earn 10 points for solving the puzzle and/or providing your registration information, 20 points for providing survey responses, 30 points for viewing optional offers and the final 40 points for completing the requisite number of Silver, Gold and Platinum offers which are split into two tiers based on the incentive's value. For Tier 1 incentives with a value of \$100 or less, complete 1 Silver, 1 Gold and 2 Platinum offer. For Tier 2 incentives with a value of more than \$100, complete 1 Silver, 1 Gold, and 6 Platinum offers. You must complete all offers within 30 days from when you complete your first offer. Completion of offers usually requires a purchase or entering into a paid subscription program for goods or services. The **Representative Offer Chart** describes the terms of several offers including a description of the offer, the initial commitment, ongoing obligations and how to cancel. U.S. residents 18 years or older only. Limit of one incentive issued by RewardZone USA, LLC per household per any twelve calendar month period. We reserve the right to substitute a gift card of greater or equivalent value for any incentive. Failure to submit accurate registration information, complete the survey questions or comply with claim verification process will result in loss of eligibility. **SOLVING A PUZZLE, PROVIDING YOUR REGISTRATION INFORMATION, COMPLETING THE SURVEY OR VIEWING OPTIONAL OFFERS WITHOUT COMPLETING THE NUMBER OF REQUIRED OFFERS SPECIFIED ABOVE DOES NOT QUALIFY YOU FOR AN INCENTIVE.**

By participating, you agree to the [Terms & Conditions](#) which includes mandatory arbitration and [Privacy Policy](#) which includes your consent to our sharing your personally identifiable information with our Marketing Partners for which we may be compensated.

RewardZone administers this website and does not claim to represent or own any of the trademarks, tradenames or rights associated with any of the incentives which are the property of their respective owners who do not own, endorse, or promote RewardZone or this promotion.

[Member Support](#) - [Prize Status](#) - [Privacy Policy](#) - [Terms & Conditions](#) - [FAQ](#)

NATIONAL CONSUMER CENTER

Terms of Use | Privacy Policy

Program Details

Reward: Apple iPad Air 2  
Average User Rating: 4.5 of 5  
Dates: 6/1/15 12 AM ET - currently running



**Congratulations!**

Complete your information to continue:

**Date of Birth:**  
October 30

**Gender:**  
MALE  FEMALE

I understand and agree to the [Terms & Conditions](#) which includes mandatory arbitration and [Privacy Policy](#).

Please add me to receive relevant daily emails from couponistarewards.com and I agree to the National Consumer Center Privacy Policy.

**Submit**

Customer Reviews

**★★★★★**  
**Taking these survey is fun!**  
BY KEN S., TARPON SPRINGS, FL

Taking these surveys is fun! I was in marketing, so I find it very interesting. Then, of course, is the shopping - who doesn't like that? It was fun, and I found a lot of great deals. I highly recommend National Consumer Center.

**★★★★★**  
**I received my gift card within 12 days**  
BY CHELSEA S., NEW CASTLE, DE

I received by gift card within 12 days from starting the offers – very pleased!! Thank you, National Consumer Center!!

**★★★★★**  
**I filled out the offers and received ...**  
BY CATHY D., READING, MA

I filled out the offers and received my prize as promised! I also received many wonderful products from the offers I chose. Thank you!

NATIONAL CONSUMER CENTER

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# EXHIBIT D

**REWARDZONEUSA, LLC WEBSITES - TERMS AND CONDITIONS.**

Last Modified June 17, 2016

We (RewardZone USA, LLC) operate RewardZoneUSA.com, NationalConsumerCenter.com and other websites (Websites) where you can qualify to earn incentives – merchandise or gift cards (Incentives) - by completing certain offers (Promotions).

**How the Promotions Work.** To qualify for an Incentive you must (a) be at least 18 years old and a U.S. resident; (b) register with a valid email address; (b) submit accurate contact and demographic information including a mailing address; (c) meet the applicable promotion requirements set forth below within a thirty (30) day period measured from the first completed offer; and (d) provide a properly completed claim form and supporting documentation (see below).

Incentive	Silver Offers	Gold Offers	Platinum Offers
Tier 1 - Value of \$100 or less <sup>[1]</sup>	1	1	2
Tier 2 - Value greater than \$100 <sup>[2]</sup>	1	1	6

The Silver, Gold and Platinum offers appear AFTER the registration forms, surveys and optional offers which do not count towards qualifying for an Incentive. You will be credited with completing an offer only if you access it by clicking on a link provided on a Website. If you don't complete all of the requisite offers in one session, go to Incentive Status and log in and use the provided link that will enable you to resume signing up for offers or contact Customer Support who will provide you with a re-entry link. You cannot sign up for the same offer more than once to get credit for an Incentive.

For a subscription or purchase offer, the advertiser must be able to successfully bill your credit card at least once or for the number of times specified in the particular offer's terms to receive credit. For a financial offer such as a credit card, the card must be activated by making a purchase, transferring a balance or taking a cash advance for the offer to be considered "completed", and the user must remain a card holder for at least 60 days. Additional terms and conditions may apply to participation in select marketing offers. You should read the terms of each offer provided by the advertiser for an explanation of these terms where they exist. The Representative Offer Chart provides important information on many of the offers including initial cost, ongoing obligations and how to cancel. If you have questions about any offers, please review the chart or contact the third party sponsor/advertiser. Customer Support is also available to provide assistance.

To receive credit for any sponsor offers completed, your billing information must match exactly the information you used when you registered with us. You should retain any confirmation emails or other documentation received

**Incentive Status.** You can check on your progress at any time by logging in with your email address on "Incentive Status."

**Claiming Your Incentive.** Start the claims process by logging onto the “Incentive Status” and selecting “Claim My Incentive.” Complete the required information: name, mailing address, email address, telephone number and Incentive Promotion. We will review your claim and confirm whether you qualify. We may ask you to provide proof that you’ve completed an offer if it hasn’t registered in our system. The confirmation email will normally suffice. If you do, we will contact you via email and U.S. mail with a claim form. Currently we use Echosign to send our claim forms. Follow the instructions on the Claim Form. Once we have received a properly executed and notarized claim form and an unredacted Photo ID, we will send you your Incentive within two to four weeks. If the Incentive is a gift card, we will send you an activation code in a separate email. You must claim your Incentive within 60 days of our sending you the claim form via email. We reserve the right to substitute an Incentive of equal or greater value if the Incentive you earned is unavailable for any reason. We are not responsible and will not replace any lost, stolen or mis-delivered Incentives unless the mis-delivery is clearly because of our error.

**Publicity.** We may use your first name, last initial and City and State of residence (for example John S. Wichita, KS) on a Website. We will also ask for a testimonial and/or a picture of you with your Incentive. If you submit either, you grant us a royalty-free license to display and use what you submit to us in any medium.

**Limitations. Incentives are limited to one Incentive of any kind per household (persons living at the same address), within any twelve calendar month period.** You cannot complete offers using a bot or other automated means of signing up or otherwise tamper with our system or attempt to defraud us by using multiple email addresses or other means or otherwise “game” the Program to circumvent the limitations described above. If we reasonably believe you are attempting to do so, we may void all of your attempts to qualify for an Incentive.

**Privacy, Security and Links:** Please review our [Privacy Policy](#) for more information concerning our collection and use of your information, the security of your information and how to have your information deleted from our database. For a timely response to any inquiry regarding your offer submissions, qualification, and incentive delivery, please write an email to [info@rewardzoneusa.com](mailto:info@rewardzoneusa.com). The Websites may contain links to other sites or services. We are not responsible for the privacy practices or the content of such third party sites.

**Tax Liability:** You are responsible for all local, state, and federal taxes on any Incentive you receive.

**Agreement; Choice of Law:** You agree that the Full Terms constitute the agreement between us and that New York law controls, without regard to conflicts of law provisions.

**Arbitration/Dispute Resolution:**

If you have a dispute concerning any aspect of these Terms & Conditions, the Website, your participation in a Promotion, or entitlement to an Incentive, you should first contact customer support on our Website or by completing a customer support ticket. We will attempt to resolve the matter to your satisfaction within thirty (30) days of our receipt of a customer support ticket. We may choose to provide you with a final written settlement offer during this process. If we provide you with a final written settlement offer and you don't accept it, or we can't otherwise satisfactorily resolve your dispute or you chose to skip this step, you can submit your dispute for resolution by arbitration before the American Arbitration Association ("AAA") in the county where you live by filing a separate Demand

for Arbitration online by following the instructions at <https://apps.adr.org/webfile/>. You will need our mailing address to file online. To obtain our mailing address, contact us by clicking [here](#).

If we have a dispute, we will submit our dispute for resolution by arbitration before the AAA in New York, NY. If either party files for arbitration, it will be conducted in accordance with the then current AAA Commercial Arbitration Rules. The arbitrator will have exclusive authority to resolve any dispute including any claim that all or any part of the Terms & Conditions, including this provision, are unenforceable. If you proceed to arbitration, we will pay all AAA filing, administration and arbitrator fees unless the arbitrator determines that your claim is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). For claims brought by you of Ten Thousand Dollars (\$10,000.00) or less, you can choose whether the arbitration proceeds in person, by telephone or based only on submissions. The arbitrator may award any form of individual or equitable relief, including injunctive relief. Any award will be final and conclusive to the parties and may be entered in any court of competent jurisdiction. If you initiate arbitration and the arbitrator awards you relief that is greater than our final written settlement offer made before an arbitrator was selected, then we will pay you a minimum recovery of Five Hundred Dollars (\$500.00), plus we will reimburse any reasonable expenses incurred by your attorney, if any, including fees reasonably accrued for investigating, preparing and pursuing the claim in arbitration. Although under some laws we may have a right to an award of attorneys' fees and expenses if we prevail in arbitration, we agree that we will not seek such an award from you. You and your attorneys are not required to keep the results of the arbitration confidential. This provision shall not be construed to preclude any party from seeking injunctive relief to protect its rights pending an outcome in arbitration.

You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in such a suit. The Terms & Conditions do not constitute a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above. This provision preventing you from bringing, joining or participating in class action lawsuits is an independent agreement. You may opt-out of these Dispute Resolution Provisions by providing written notice of your decision within thirty (30) days of the date that you first register on our Website.

**YOU ACKNOWLEDGE AND AGREE THAT, VIA YOUR ACCEPTANCE OF THESE DISPUTE RESOLUTION PROVISIONS, YOU WAIVE ANY RIGHT TO A JURY TRIAL, AS WELL AS YOUR RIGHT TO BRING, JOIN OR PARTICIPATE AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS ACTION SUIT OR MULTI-PARTY ARBITRATION BROUGHT AGAINST US, ANY PERSON RELATED TO US OR A SERVICE PROVIDER USED BY US TO PROVIDE THE SERVICE.**

**Liability Release:** By accessing one of our Websites or participating in any of our Promotions, you release us and our respective parents, subsidiaries, and other affiliated companies, and the directors, shareholders, officers, employees, or agencies of any of the above organizations, for any and all liability for any injury, death, loss, tax liability or damage of any kind arising from your participation in a Promotion, or resulting from acceptance, possession, use or misuse of any sponsor offer or Incentive.

**LIMITATION OF LIABILITY:** TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE FULL TERMS, THE WEBSITES, A PROMOTION OR AN INCENTIVE, NO MATTER HOW CAUSED. IN NO EVENT WILL OUR TOTAL CUMULATIVE LIABILITY TO ANY USER EXCEED AN AMOUNT EQUAL TO THE LESSER OF (I) THE VALUE OF THE INCENTIVE FOR WHICH THE CONSUMER HAS REGISTERED, OR (II) \$1,000, OR (III) ACTUAL DOLLAR AMOUNT CONSUMER SPENT ON A SITE COMPLETING SPONSOR OFFERS.

**DISCLAIMER OF WARRANTIES:**THE WEBSITES, PROMOTIONS, INCENTIVES, AND ANY PRODUCTS AND/OR SERVICES THAT YOU MAY RECEIVE FROM US OR ONE OF OUR THIRD PARTY PARTNERS ARE PROVIDED TO YOU ON AN 'AS IS' AND 'AS AVAILABLE' BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW.

**Updates:** We may revise the Full Terms and this summary at any time. Your continued use of a Website and/or participation in a Promotion evidences your acceptance of any changes.

If you do not accept any of the terms of the Full Terms or this summary, we ask that you not complete our registration process or access a Website.

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[\[1\]](#) Gift cards with a face value of \$100 or less and other merchandise with an average retail value of \$100 or less.

[\[2\]](#) Gift cards with a face value of more than \$100 and merchandise, such as iPads, iPhones and laptops, with an average retail value more than of \$100.